SERIAL 01120 - RFP ELECTRONIC PRODUCTS AND SERVICES

APRIL 30, 2007 CONTRACT PERIOD THROUGH APRIL 30, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on March 06, 2002.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

DL/mm Attach

Copy to: Clerk of the Board

Susan Varscsak, Library District

Mirheta Muslic, Materials Management



CONTRACT FOR SERVICES PURSUANT TO RFP 01120, EBSCO

This Contract is entered into this 6th day of March, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and EBSCO Publishing, a **Massachusetts** Corporation (Contractor") for the purchase of Electronic Data Base Products services.

1.0 **TERM**

- 1.1 This Contract is for a term of three (3) years, beginning on the 6th day of March 2002 and ending the 31st day of March 2005 2007.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 **PAYMENT**

- As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, contract number, item numbers, description of services, quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work as responded to in the RFP, and the attached licensing agreement attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 <u>Indemnification:</u>

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to Contractors obligations under this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements:

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retention's by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability: Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

- 4.1.2.2 <u>Automobile Liability:</u> Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- 4.1.2.3 Workers' Compensation: The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

Upon demand and within 48 hours Contractor shall produce certificates of insurance, as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 <u>Cancellation and Expiration Notice.</u>

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty- (30) day's prior written notice to the County.

4.2 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County at its option to utilize the Internet to place orders under this Contract.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County Department of Materials Management Attn: Director of Purchasing 320 West Lincoln Street Phoenix, Arizona

For Contractor:

EBSCO Publishing Attn: Sales Department 10 Estes Street Ipswich, MA 01938

4.4 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.5 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date (March 31, 2005). Requests for adjustment in price must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.6 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues

for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.8 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.10 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.11 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.12 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCE'S:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract only for the duration of this contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.16 INTEGRATION

AUTHORIZED SIGNATURE

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

PRINTED NAME AND TITLE		
ADDRESS		
DATE		
MARICOPA C	OUNTY	
BY:		
DIRECTOR, MATERIALS MANAGEMENT	DATE	
BY:CHAIRMAN, BOARD OF SUPERVISORS		
	DATE	
ATTESTED:		
CLERK OF THE BOARD	DATE	
APPROVED AS TO FORM:		
MARICOPA COUNTY ATTORNEY	DATE	
MARICOLA COUNTLATIONNET	DAIL	

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO
ACCEPT PROCUREMENT CARD: X YES NO
REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YESX NO % REBATE
OTHER GOV'T. AGENCIES IN ADDITION TO THE LIBRARIES LISTED MAY USE THIS CONTRACT: _X*YESNO *Please note that use of this contract by other government agencies would also involve an additional cost.

PRICING SHEET **S0274 02 / B0604225**

EBSCO PUBLISHING, 10 ESTES STREET, IPSWICH, MA 01938

LOT A, EBSCO

The pricing below is based on (check the appropriate entry):

Number of Registered Card Holders	X	
Number of Sites	X	
Number of Terminals	X	
Budget		
Other, please specify:		

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access	Pricing				
One Invoice submitted to annually to MCLD	Product Cost	Remote Access	Total Price		
Newspaper Source	\$303,050.00	\$0.00	\$303,050.00		
MasterFILE Premier	\$0.00	\$0.00	\$0.00		
EBSCOhost Espanol	\$0.00	\$0.00	\$0.00		

Additional Information or Notes:
Please note that in EBSCO's pricing as noted, the
Newspaper Source database has been added to the
Lot A option at no additional cost. Therefore, the
pricing indicated provides access to both MasterFILE
Premier and Newspaper Source. Additionally, access
to the EBSCOhost Espanol interface has been

included at no additional cost

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited usage and unlimited viewing, printing and downloading of citations and articles. If The Library District chooses to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.

Pricing per individual library

Product with Unlimited Users & Remote Access	Pricing							
Individually Billed	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
MasterFILE Premier	\$30,200.00	\$32,600.00	\$72,000.00	\$29,760.00	\$11,682.00	\$153,422.00	\$39,422.00	\$27,800.00
Newspaper Source	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EBSCOhost Espanol	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Additional Information or Notes:

Please note that in EBSCO's pricing as noted, the *Newspaper Source* database has been added to the Lot A option at no additional cost. Therefore, the pricing indicated provides access to both *MasterFILE Premier* and *Newspaper Source*. Additionally, access to the EBSCO*host* Espanol interface has been included at no additional cost.

EBSCO will provide a 15% discount off of the above pricing if 7 libraries purchase, a 10% discount if 6 libraries purchase and a 5% discount if 5 libraries purchase.

LOT B, EBSCO

The pricing below is based on (check the appropriate entry):

Number of Registered Card Holders	X
Number of Sites	X
Number of Terminals	X
Budget	
Other, please specify:	

Pricing per individual library

Product with Unlimited Users & Remote Access	Pricing							
Individually Billed	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Alt-Health Watch	\$10,127.00	\$10,932.00	\$24,145.00	\$10,582.00	\$3,917.00	\$51,449.00	\$13,256.00	\$9,322.00
Health Source: Nursing/Academic Edition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Additional Information or Notes:

Please note that in EBSCO's original bid response, Lot B contained the following databases: *Alt-HealthWatch, Health Source: Nursing/Academic Edition* and *Health Source: Consumer Edition*. Therefore, the pricing indicated above provides access to *Alt-HealthWatch, Health Source: Nursing/Academic Edition* and *Health Source: Consumer Edition*.

EBSCO will provide a 15% discount off of the pricing above if 7 libraries purchase, a 10% discount if 6 libraries purchase and a 5% discount if 5 libraries purchase.

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited usage and unlimited viewing, printing and downloading of citations and articles. If the libraries choose to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access	Pricing				
One Invoice submitted to annually to MCLD	Product Cost	Remote Access	Total Price		
Alt-Health Watch	\$95,285.00	\$95,285.00	\$95,285.00		
Health Source: Nursing/Academic Edition	\$0.00	\$0.00	\$0.00		

Additional Information or Notes:

than 5% per year

Plea	se note that in EBSCO's original bid response,
Lot	B contained the following databases:
Alt-	HealthWatch, Health Source: Nursing/Academic
Edi	tion and Health Source: Consumer Edition.
The	refore, the pricing indicated provides access to
Alt-	HealthWatch, Health Source: Nursing/Academic
Edi	tion and Health Source: Consumer Edition.
The	pricing is guaranteed for three years. It is a per
yea	r, flat rate, all-inclusive charge based on unlimited
usa	ge and unlimited viewing, printing and downloading
of c	itations and articles. If The Library District chooses
to e	xtend the contract, EBSCO will guarantee that
pric	ing for Year 4 and Year 5 will not increase by more

LOT G

The pricing below is based on (check the appropriate entry):

Number of Registered Card Holders	X
Number of Sites	X
Number of Terminals	X
Budget	
Other, please specify:	

Pricing per individual library

Product with Unlimited Users & Remote Access	Pricing							
Individually Billed	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Magill on Authors	\$1,350.00	\$1,350.00	\$5,850.00	\$1,350.00	\$900.00	\$5,850.00	\$1,800.00	\$450.00
Magill on Literature	\$2,250.00	\$2,250.00	\$9,750.00	\$2,250.00	\$1,500.00	\$9,750.00	\$3,000.00	\$750.00

Additional Information or Notes:

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited usage and unlimited viewing, printing and downloading of citations and articles. If the libraries choose to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.

EBSCO will provide a 15% discount off of the above pricing if 7 libraries purchase, a 10% discount if 6 libraries purchase and a 5% discount if 5 libraries purchase.

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access	Pricing				
One Invoice submitted to annually to MCLD	Product Cost	Remote Access	Total Price		
Magill on Authors	\$11,970.00	\$0.00	\$11,970.00		
Magill on Literature	\$19,950.00	\$0.00	\$19,950.00		

Additional Information or Notes:

LOT J

The pricing below is based on (check the appropriate entry):

Number of Registered Card Holders	X	
Number of Sites	X	
Number of Terminals	X	
Budget		
Other, please specify:		

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access	Pricing				
Central Billing	Product Cost	Remote Access	Total Price		
Religion and Philosophy	\$45,945.00	\$0.00	\$45,945.00		
Applied Science & Technology Abstracts	\$26,720.00	\$0.00	\$26,720.00		
Science Reference Center	\$64,704.00	\$0.00	\$64,704.00		
Computer Source	\$25,470.00	\$0.00	\$25,470.00		
Social Science Abstracts	\$24,578.00	\$0.00	\$24,578.00		
TOTAL PACKAGE LOT J	\$162,400.00	\$0.00	\$162,400.00		

Additional Information or Notes:

The pricing is guaranteed for three years. It is a
per year, flat rate, all-inclusive charge based on
unlimited usage and unlimited viewing, printing and
downloading of citations and articles. If The Library
District chooses to extend the contract, EBSCO
will guarantee that pricing for Year 4 and Year 5
will not increase by more than 5% per year.

Pricing per individual library

Product with Unlimited Users & Remote Access	_	Pricing						
Individually Billed	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Religion and Philosophy	\$4,640.00	\$5,000.00	\$11,050.00	\$4,850.00	\$1,795.00	\$23,575.00	\$6,075.00	\$4,275.00
Applied Science & Technology Abstracts	\$3,523.00	\$3,523.00	\$15,919.00	\$4,132.00	\$3,281.00	\$13,358.00	\$4,375.00	\$3,646.00
Science Reference Center	\$5,985.00	\$5,985.00	\$11,985.00	\$8,985.00	\$5,985.00	\$20,985.00	\$8,985.00	\$11,985.00
Computer Source	\$2,575.00	\$2,775.00	\$6,135.00	\$2,685.00	\$995.00	\$13,065.00	\$3,365.00	\$2,365.00
Social Science Abstracts	\$3,240.00	\$3,240.00	\$14,640.00	\$3,795.00	\$3,017.00	\$12,289.00	\$4,018.00	\$3,348.00

Additional Information or Notes:

LOT K

The pricing below is based on (check the appropriate entry):

Number of Registered Card Holders	X
Number of Sites	X
Number of Terminals	X
Budget	
Other, please specify:	

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access	Pricing	_	
Central Billing	Product Cost	Remote Access	Total Price
Educational Abstracts	\$23,392.00	\$0.00	\$23,392.00
Online Reader	\$16,980.00	\$0.00	\$16,980.00
TOTAL PACKAGE LOT K	\$31,880.00	\$0.00	\$31,880.00

Additional Information or Notes:

The pricing is guaranteed for three years. It is a
per year, flat rate, all-inclusive charge based on
unlimited usage and unlimited viewing, printing and
downloading of citations and articles. If The Library
District chooses to extend the contract, EBSCO
will guarantee that pricing for Year 4 and Year 5 will
not increase by more than 5% per year.

Pricing per individual library

Product with Unlimited Users & Remote Access	Pricing							
Individually Billed	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Educational Abstracts	\$3,084.00	\$3,084.00	\$13,926.00	\$3,613.00	\$2,872.00	\$11,698.00	\$3,826.00	\$3,188.00
Online Reader	\$2,575.00	\$2,775.00	\$6,135.00	\$2,685.00	\$995.00	\$13,065.00	\$3,365.00	\$2,365.00

Additional Information or Notes:

LOT M

The pricing below is based on (check the appropriate entry):

Number of Registered Card Holders	X	
Number of Sites	X	
Number of Terminals	X	
Budget		
Other, please specify:		

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access		Pricing	
Central Billing	Product Cost	Remote Access	Total Price
NoveList	\$15,960.00	\$0.00	\$15,960.00

Additional information of Notes.
The pricing is guaranteed for three years. It is a
per year, flat rate, all-inclusive charge based on
unlimited viewing, printing and downloading of
citations and articles. If The Library District chooses
to extend the contract, EBSCO will guarantee that

Additional Information or Notes:

pricing for Year 4 and Year 5 will not increase by more than 5% per year.

Pricing per individual library

	Pricing							
Product with Unlimited Users & Remote Access Individually Billed	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
NoveList	\$6,500.00	\$1,500.00	\$2,000.00	1,500.00	1,000.00	\$6,500.00	\$2,000.00	\$1,500.00

Additional Information or Notes:

LOT N

The pricing below is based on (check the appropriate entry):

Number of Registered Card Holders	X	
Number of Sites	X	
Number of Terminals	X	
Budget		
Other, please specify:		

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access	Pricing					
Central Billing	Product Cost	Remote Access	Total Price			
Professional Development Collection	\$17,683.00	\$0.00	\$17,683.00			

Additional Information or Notes:

The pricing is guaranteed for three years. It is a per year, flat rate, all-inclusive charge based on unlimited viewing, printing and downloading of citations and articles. If The Library District chooses to extend the contract, EBSCO will guarantee that pricing for Year 4 and Year 5 will not increase by more than 5% per year.

Pricing per individual library

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Professional Development Collection	\$2,055.00	\$2,225.00	\$4,900.00	\$2,150.00	\$795.00	\$10,500.00	\$2,690.00	\$1,890.00

Additional Information or Notes:

Product or Service: A-to-Z Service

Description Of Pricing Plan: (e.g.: Number of Sites, Budget, Population Served, Terminals, etc.)

The pricing for AtoZ is based on the number of unique titles to which the library wishes to link. The first tier allows the library to link up to 3000 titles, with tiers two through five offering for more title linking. Pricing herein treats all libraries in your RFP as the lowest tier for pricing, regardless of titles to be linked. If all libraries join, an added 10% discount is provided.

This pricing is guaranteed if 1 of the 8 Libraries purchase the product.

Licence Type (check one):	Pricing					
	Product Remote Access		Total Price			
1) Unlimited	\$750	n/c		\$750		
2) Concurrent User (check A or B):						
A) Concurrent Session						
B) Active Request						
3) Transcaction						
4) Other explain fully			·			

AtoZ ha	as been discounted to our lowest
price av	vailable for any library (lowest teir),
which is	s a 40% discount from the second
price tie	er and a 79% discount from the
highest	(large library) price tier.

	 AMOUNT	or	PERCENT	NOTES
with 2 Libraries purchasing this product	\$ 1,500.00	or	%	
with 3 Libraries purchasing this product	\$ 2,250.00	or	%	
with 4 Libraries purchasing this product	\$ 3,000.00	or	%	
with 5 Libraries purchasing this product	\$ 3,750.00	or	%	
with 6 Libraries purchasing this product	\$ 4,500.00	or	0/0	
with 7 Libraries purchasing this product	\$ 5,250.00	or	0/0	
with 8 Libraries purchasing this product	\$ 5,400.00	or	0/0	includes 10% disc. if all 8 libraries join.
with Central Billing for all 8 libraries	\$ 5,400.00	or	9/0	includes 10% disc. if all 8 libraries join.

Product or Service: Auto Repair Reference Center

All prices quoted herein reflect unlimited access to Auto Repair Reference Center. "Unlimited access" means that unlimited usage is permitted for authorized users of the public libraries of the Maricopa County Library District, as outlined. This unlimited access includes usage from both within the confines of affiliated libraries, as well as appropriate remote usage from affiliated members of the Maricopa County Library District. This license is not intended for use by other institutions such as schools, colleges & universities, hospitals or corporations.

Individual Library Costs:		Additional Available Discounts: (From total of specified price)	
	AMOUNT	(· · · · · · · · · · · · · · · · · · ·	% DISCOUNT
Chandler Public Library	\$3,495.00	If two Libraries purchase:	2%
Glendale Public Library	\$3,495.00	If three Libraries purchase:	4%
Maricopa County Library District	\$5,750.00	If four Libraries purchase:	7%
Mesa Public Library	\$3,495.00	If five Libraries purchase:	10%
Peoria Public Library	\$2,745.00	If six Libraries purchase:	12%
Phoenix Public Library	\$10,995.00	If seven Libraries purchase:	15%
Scottsdale Public Library	\$5,275.00	If eight Libraries purchase:	18%
Tempe Public Library	\$4,525.00	Central Billing for all eight libraries:	25%

Should all Libraries in the District purchase as a group, a 25% discount applies to the total costs outlined for individual Libraries. Thus unlimited access for the entire Library District for the specified one-year subscription period is \$29,831.00

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Terms: NET 30

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Telephone Number: 800/653-2726

Fax Number: 978/356-6565

Contact Person Jim Wilson, Regional Sales Management Ryan Bernier

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Company Web Site: <u>www.ebsco.com</u>

Insurance Certificate Required

Contract Period: To cover the period ending **APRIL 30**, 2005 2007.